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**NEW JERSEY TURNPIKE AUTHORITY  
REQUEST FOR PROPOSAL  
FOR  
PEOPLESFT MANAGED SERVICES**

**OCTOBER 2012**

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## SECTION I -- INTRODUCTION

Enclosed is a Request for Proposal (“RFP”) by the New Jersey Turnpike Authority (“the Authority” or “NJTA”) for consulting services for a Managed Services Agreement (the “Agreement”) for its PeopleSoft Financials and Human Capital Management (“HCM”) Modules (the “Services”). The Authority is a public agency whose mission is dedicated to the safe and efficient movement of people and goods over two of the busiest toll roads in the nation, the New Jersey Turnpike and the Garden State Parkway. As a public agency the Authority is committed to exercising best public agency practices in all aspects of its operation. Thus, the Authority is seeking a consultant to provide managed services of its PeopleSoft Financials and HCM Module System with this solicitation. The vendor will have experienced staff to resolve issues within a reasonable time frame and will be required to provide other support services (see Scope of Work) such as on-site support. NJTA staff will work closely with the vendor in defining issues to be resolved, setting priorities, and providing background about the details of NJTA processes. The detailed scope of services to be performed shall be set forth in Section III herein. The selection of the successful proposer (the “Consultant”) shall be solely that of the Authority. The Agreement shall be for one year with the option at the Authority’s sole discretion to extend for two additional one-year periods.

The Authority wishes to receive proposals (the “Proposal(s)”) from all interested qualified firms (the “Proposer(s)” or the “Firm(s)”). The Proposals must be responsive to all information sought by this RFP. The Consultant shall have a thorough understanding of PeopleSoft Financials 9.1 and HCM Modules 9.0 as requested in accordance with Scope of Services (Section III). The Authority intends to select one firm to perform the Services. The successful firm will be selected based on an evaluation of several criteria described in Section IV.

The solicitation of Proposals is being conducted pursuant to the statutes and laws of the State of New Jersey, the enabling statute, N.J.S.A. 27:23-6.1, regulations and policies of the Authority and Executive Order No. 37 (Corzine 2006) with regard to the procurement of professional services. Furthermore, Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.1, et seq. Proposers are also required to comply with the EEO requirements of P.L. 1075, C.127 (N.J.A.C. 17:27).

Upon review of all Proposals, the Authority may request that one or more Proposers appear for an oral presentation focusing on how their proposed project approach and solution will satisfy the requirements of this RFP. The Authority may limit the number of Proposers that can make oral presentations to permit efficient competition among the most highly rated proposals. Should an oral presentation be requested, it will be an opportunity for each short-listed Proposer to introduce its project staff to the Authority, demonstrate its proposed solution, and to present supplementary information regarding its Proposal and credentials as related to the specific needs of the Authority. The Proposer may use handouts, display boards, products and other materials during this oral presentation; provided, however, that the presentation will be restricted to a maximum time period specified by the Authority, including the time allotted for a question and answer period. Information relating to the Proposer’s recent experience on similar assignments, approach to the project and the use of innovative and/or cost effective measures should be included in the oral presentation.

Proposer(s) invited to make an oral presentation may submit a best and final offer (“BAFO”) either during oral presentation or within two (2) business days following the presentation. A BAFO can modify any aspect of the Proposal, provided mandatory/ minimum RFP requirements continue to be satisfied and further provided that the revised price is not higher than the original price.

After evaluating the Proposals of those invited to make an oral presentation, the evaluation committee (the “Evaluation Committee”) may enter into negotiations with same. The primary purpose of negotiations is to maximize the Authority’s ability to get the best value, based on the requirements and evaluation criteria set forth in the RFP. Negotiations may involve the identification of significant Proposal weaknesses, ambiguities and other deficiencies that could limit a Proposer’s award potential, including price. More rounds of negotiations may be held with one Proposer than another. Negotiations will be structured to safeguard information and ensure that all Proposers in the competitive range are treated fairly.

After evaluation of the BAFO submissions, and any negotiations, the Evaluation Committee will recommend to the Authority’s Executive Director for award the Proposer whose Proposal, conforming to the RFP, is most advantageous to the Authority, price and other factors considered. The Executive Director may accept, reject or modify the recommendation of the Evaluation Committee. The Executive Director may negotiate further reductions in price with the recommended Proposer.

Negotiations will be conducted only in those circumstances where they are deemed by the Authority to be in the Authority’s best interests and to maximize the Authority’s abilities to get the best value. Therefore, Proposers are advised to submit their best price Proposals in response to this RFP, because the Authority, may, after evaluation, award the Agreement based on the content of these initial submissions, without further negotiations with the Proposer.

**A DRAFT FORM OF THE AGREEMENT IS ATTACHED. (See Section VI Exhibit O). ANY PROPOSED MODIFICATIONS TO THE AGREEMENT MUST BE IDENTIFIED AND SUBMITTED WITH YOUR RESPONSE TO THIS RFP; OTHERWISE, BY SUBMISSION OF YOUR RESPONSE, YOU WILL BE DEEMED TO HAVE ACCEPTED THE AGREEMENT ATTACHED HEREIN AND WILL BE FORCLOSED FROM NEGOTIATING SAME.**

**End of Section I**

## SECTION II -- ADMINISTRATIVE AND CONTRACTUAL INFORMATION

**A. Purpose**

This RFP contains a Scope of Services (Section III) which is intended to outline the Authority's needs.

**B. Inquiries**

**ONLY type-written** inquiries concerning the RFP will be accepted and may be directed to Andrea E. Ward, Director, Procurement and Materials Management Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. Inquiries by FAX are acceptable. The FAX number is 732-750-5399. The inquiry deadline is **4:30 P.M. EST, Monday, November 5, 2012**. Inquiries will not be entertained after this date and time.

**C. Closing Date**

One (1) original and seven (7) copies of the Proposer's Proposal must be received no later than **4:30 PM EST, Thursday, November 15, 2012** addressed to Andrea E. Ward, Director, Procurement and Materials Management Department.

Regular Mail

New Jersey Turnpike Authority  
P. O. Box 5042  
Woodbridge, NJ 07095

Federal Express or Other Overnight Delivery

New Jersey Turnpike Authority  
581 Main Street  
Woodbridge, NJ 07095

Proposals not delivered by the stated time and date shall not be considered unless the time is extended by the Authority pursuant to a written addendum published on the Authority's website (the "Addendum").

**Proposers mailing Proposals should allow for their normal mail delivery time to ensure timely receipt of their RFP Responses. Please be advised that using overnight /next –day delivery service does not guarantee overnight / next-day deliveries to our location.**

**D. The Proposals**

It is anticipated that the Proposal will provide a concise and precise delineation of the Proposer's ability to meet all of the requirements of the Authority as provided for in this RFP.

**E. Proposer vs. Consultant**

The terms "Proposer" and "Consultant" are used frequently, and may be used interchangeably; however, "Proposer" is intended to identify the entity submitting a Proposal, while "Consultant" is the entity to whom the Agreement is awarded.

**F. Signatures**

Proposals must be signed by an officer authorized to make a binding commitment.

**G. Incurring Costs**

The Authority shall not be liable for any costs incurred by any Proposer in the preparation of its Proposal for the services requested by this RFP.

**H. Addendum to RFP**

If at any time prior to receiving Proposals it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable Proposers to make an adequate interpretation of the provisions of this RFP, an Addendum to this RFP will be issued.

**I. Acceptance of Proposals**

This RFP does not in any manner or form commit the Authority to award an Agreement. The contents of the Proposal may become a contractual obligation, if, in fact, a Proposal is accepted and an Agreement is entered into with the Authority. The Authority may award an Agreement solely on the basis of the Proposal submitted without any additional negotiations. The Authority reserves all rights to provide for additional negotiations if it deems it in its best interests. Failure of a Proposer to adhere to and/or honor any or all of the obligations of its Proposal may result in rescission of any award of the Agreement by the Authority. The Authority intends to award the Agreement to the Proposer, which in its sole judgment, provides the best product at the best value to the Authority, considering the Proposal, evaluation factors in this RFP, an oral presentation if necessary and price.

**J. Rejection of Proposals**

The Authority reserves the right to reject any and all Proposals. The Authority shall not be obligated at any time to award any Agreement to any Proposer.

**K. Final Agreement**

Any Agreement entered into with a successful Proposer shall be an Agreement that shall be satisfactory to the Authority in accordance with the laws of the State of New Jersey. The provisions of the attached Agreement, not otherwise set forth in this RFP, are hereby incorporated. It is understood that any Agreement that may be awarded will be on the basis of a professional agreement for services within the intent of the statutes and laws of the State of New Jersey, specifically N.J.S.A. 27:23-6.1.

**L. Dissemination of Information**

Information included in this document or in any way associated with this RFP is intended for use only by the Proposer and the Authority and is to remain the property of the Authority. Under no circumstances shall any of said information be published, copied or used, except in replying to this RFP.

**M. Public Records**

Any Proposal received from a Proposer under this RFP constitutes a public document that will be made available to the public upon request. A Proposer may request the Authority's General Counsel to deem certain sections of its Proposal containing personal, financial or proprietary information non-disclosable, as permitted by N.J.A.C. 19:9-4.2(a)4, which determination shall be in the sole discretion of the General Counsel. Moreover, the Authority cannot guarantee that it will not be compelled to disclose all or

part of any public record under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. Information deemed to be confidential by the Proposer may not be considered confidential under New Jersey or Federal law, or pursuant to a court order. The Proposer will be deemed to have submitted all such information with this understanding.

**N. News Releases**

No news releases pertaining to this RFP or any project to which it may relate shall be made without the Authority's approval.

**O. Affirmative Action**

The Proposer must certify that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey; and that it does not discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin, ancestry, marital status and affectional or sexual orientation or handicap.

In addition, the Proposer must state in the Proposal that the Proposer agrees to fulfill all requirements and goals and to complete the appropriate forms. The following are included in Section VI:

Exhibit A – Mandatory Equal Employment Opportunity Language

Exhibit B – Affirmative Action Information Sheet

However, if a Proposer maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in place of the AA-302 Form. The appropriate form must be completed and submitted to the Authority by the selected Firm immediately after being notified of award of the Agreement.

**P. Small Business Enterprises Requirements**

It is the policy of the Authority that small businesses (each a “small business enterprise” or “SBE”) as determined and defined by the State of New Jersey, Division of Minority and Women Business Development (“Division”) and the New Jersey Department of the Treasury in N.J.A.C.12A:10A-1 et seq. or other application regulation, should have the opportunity to participate in Authority agreements.

To the extent the Proposer engages sub-consultants to perform any of the Services for the Authority pursuant to the Agreement, the Proposer must demonstrate to the Authority's satisfaction that a good faith effort was made to utilize sub-consultants who are registered with the Division as SBEs.

Evidence of a “good faith effort” includes, but is not limited to:



1. Proposer shall request listings of SBEs, from the Division (609) 292-2146 and/or the Authority, and attempt to contact same;
2. Proposer shall keep specific records of its efforts, including records of all requests made to the Division, the names of SBEs contacted, and the means and results of such contacts, including without limitation receipts from certified mail and telephone records;
3. Proposer shall actively solicit and shall provide the Authority with proof of solicitations of SBEs, for the provision of any of the Services, including advertisements in general circulation media, professional service publications and small business, minority-owned business or women-owned business focus media;
4. Proposer shall provide evidence of efforts made to identify categories of any of the Services capable of being performed by SBEs;
5. Proposer shall provide all potential sub-consultants with detailed information regarding any of the Services;
6. Proposer shall provide evidence of efforts made to use the services of available community organization, consultant groups, and local, state and federal agencies that provide assistance in the recruitment and placement of SBEs.

Furthermore, the Proposer shall submit proof if its sub-consultants SBE registrations on the form attached as Exhibit M, and shall complete such other forms as may be required by the Authority for State reporting as to participation.

**Q. Division of Revenue Registration**

Pursuant to the terms of N.J.S.A. 52:32-44, the successful Firm is required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into an agreement with the Authority. **No agreement shall be entered into by the Authority unless the Proposer first provides proof of valid business registration.** In addition, the successful Proposer is required to receive from any sub-consultant it uses for goods and services under the Agreement, proof of valid business registration with the Division of Revenue. No agreement shall be entered into for any agreement with the Authority unless the sub-consultant first provides proof of valid business registration. Please include a copy of the Proposer's Certificate of Registration with the Proposal submission. (Exhibit J)

All questions regarding this requirement should be referred to the Division of Revenue hotline at (609)292-1730.

**R. State Political Contributions Notice: Public Law 2005, Chapter 51, Executive Order 134 and Executive Order 117**

The intended awardee will receive the applicable forms, Chapter 51 and E.O. 117, from the Authority's Procurement and Materials Management Department to be completed and returned to the Authority for submission to the State Treasurer. Upon approval by the State Treasurer, the Authority will issue an Agreement. (Exhibit D)

**S. Affidavit of Moral Integrity**

Together with the Proposal, the Proposer must submit an Affidavit of Moral Integrity on the form attached hereto for review by the Authority's General Counsel. (Exhibit C)

**T. Code of Ethical Standards**

The Proposers are advised that the Authority has adopted the New Jersey Uniform Code of Ethics, a copy of which is attached as Exhibit K. By submitting a Proposal, the Proposer agrees to be subject to the intent and purpose of said Code and to the requirements of the Division on Ethical Standards of the State of New Jersey.

**U. Tolls**

It is the policy of the Authority not to offer toll free passage on its roadways for its vendors; See N.J.S.A. 27:23-25 and N.J.A.C. 19:9-1.19.

**V. Proposals Become Property of The Authority**

All Proposals shall become the property of the Authority upon receipt and will not be returned.

**W. Right To Audit Clause**

Proposer shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed to Authority with regard to the Agreement. Authority, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all books and records related to the Proposer's books and records specific to the Agreement. Such records shall be retained by the Proposer for at least seven (7) years. In no event shall books and records be disposed of or destroyed of prior to seven (7) years or during any dispute or claim between the Authority and the Proposer with regard to the Agreement.

**X. Shareholders/Partnership Disclosure Statement**

Each Proposer shall return to the Authority with its Proposal a completed, dated, signed and witnessed Shareholders/Partnership Disclosure Statement set forth as Exhibit E. Failure to include the completed and signed form may be grounds for rejection of Proposers' Proposal.

**Y. Vendor Disclosure Form – Executive Order No. 129 (McGreevey 2004)**

Executive Order No. 129 requires disclosure that all parties seeking business under a the Agreement with the Authority disclose the origin and location of the performance of their services that are the subject matter of the Agreement. Each Proposer shall return to the Authority with its Proposal as completed, dated and certified, the Vendor Disclosure Form set forth as Exhibit F.

**Z. Notice to All Respondents of Set-Off for State Tax**

Each Proposer shall return to the Authority with its Proposal a signed and dated Notice of Set-Off for State Tax set forth as Exhibit G which advises Proposers of the State of New Jersey's right to set-off any tax indebtedness from payments made under agreements with the Authority.

**AA. Affidavit of Non-Collusion**

Each Proposer shall return to the Authority with its Proposal a completed, dated, signed and witnessed Affidavit of Non-Collusion set forth as Exhibit I. Failure to include the completed and signed form may be grounds for rejection of Proposer(s)'s Proposal.

**BB. Final Agreement(s)**

Any agreement entered into with a successful Proposer shall be an agreement in accordance with the laws of the State of New Jersey. The provisions of the attached Agreement, not otherwise set forth in this RFP, are hereby incorporated. A form Agreement is attached hereto as Exhibit O.

**CC. Proposal Schedule**

Closing Date for Submittal of Inquiries (4:30 PM, EDT)	November 5, 2012
Closing Date of Receipt of Proposals (4:30 PM, EDT)	November 15, 2012
Oral Presentations (if requested)	Week of November 26, 2012
Tentative Commission Approval	December 19, 2012

**End of Section II**

### SECTION III -- SCOPE OF SERVICES

**A. Background**

Since 2005, the Authority has utilized PeopleSoft Financials and HCM. In 2010, the HCM module was upgraded to version 9.0. In 2011, the Financials module was upgraded to version 9.1.

**B. General Scope**

The Consultant shall have a thorough understanding of the processes, configurations and technical aspects of the PeopleSoft Financials 9.1 and HCM Module of PeopleSoft 9.0

**C. Detailed Scope**

1. Vendor will troubleshoot and resolve issues (sometimes called break/fix) with any installed versions of the PeopleSoft Financials and HR/Payroll Systems as presented by NJTA staff for both delivered processes and customizations. Issues will be researched, resolved with documentation, and tested with an approved and documented test plan ready for UAT in appropriate NJTA environment.
2. Vendor will provide answers to specific questions about existing or proposed functionality, provide advice, and research issues for the Financial and HR/Payroll Systems and PeopleTools.
3. Vendor will operate a managed services' Help Desk 8 am to 6 pm EST, 5 days per week excluding NJTA holidays for functional and technical issue resolution. Help Desk will employ trouble ticket management to track all open issues with dates, status, and activity. Ticket will be closed when resolved issue is implemented in production.
4. Vendor will provide Help Desk support during operating hours defined in C 3 above with no limitation on the number of tickets. Vendor will host a weekly open ticket status conference call with NJTA along with providing a weekly open ticket status report.
5. All tickets will be subject to specific service levels as follows:  
Critical =1 day, High = 1 week, Medium = 1 to 2 weeks, Low =2 to 3 weeks.  
Performance within the service level categories will be assessed via a monthly score card. Unsatisfactory performance will result in a fee reduction penalty for that month. If performance failure persists for 3 or more months, NJTA has the right to terminate the Agreement.
6. Vendor will provide emergency services outside of standard Help Desk hours on an as needed basis. Vendor will quote a separate hourly rate for this service.
7. Vendor will apply application patch fixes necessary to resolve specific reported problems in appropriate NJTA environment.

8. Vendor may also be required to provide a PeopleSoft development service on an as needed basis which includes customizations, reports, enable new business functionality, provide training, and develop interfaces. NJTA and vendor agree to negotiate in good faith about the break/fix versus development services classifications. Named members of senior management from the vendor and NJTA will resolve any disputes regarding break/fix and development classifications. Rework associated with lack of quality in development efforts is not billable. This service should be quoted separately with hourly rates for on-site and off-site resources.
9. Vendor will be required to provide an on-site resource complementing the Help Desk function working directly with the NJTA support team to resolve break/fix issues for any module. This person will be a technical and functional contributor. His or her resume will be presented in the Proposal and will be interviewed by NJTA staff. Once the person is identified to NJTA, this person cannot be changed without NJTA approval. Vendor should quote a monthly rate for this resource. NJTA anticipates eliminating use of the resource once NJTA staff is strengthened and will provide one month's notice prior to eliminating the resource.
10. Vendor is expected at no charge to hold quarterly educational sessions of at least 1 day for exchange of ideas relevant to our account. Topics could include lessons learned at other clients, experiences, pitfalls, criticality of patches, module use, best practices, and industry trends. NJTA may propose specific topics to be covered.
11. All installed PeopleSoft modules will be supported. They include but are not limited to:

HCM	Human Resources, Base Benefits, Payroll, Time and Labor
Financials	General Ledger (including commitment control), Project Costing, Purchasing, e-Procurement, Strategic Sourcing, Accounts Payable, e-settlements, Inventory (including cost accounting), Assets, Treasury (Banking/ Cash Management /Deal Management), Accounts Receivable, Billing.

12. Vendor will also resolve PeopleTools issues such as:
  - PeopleSoft Application Security
  - PeopleSoft Internet Architecture (All Web and App server components including but not limited to Integration Broker, REN server, File Attachments, Change Assistant)
  - Process Scheduler (Batch and Reports Server)

Payroll is currently utilizing PeopleTools 8.49 while Financials is using PeopleTools 8.51.

**D. Response**

Vendor will include the following items in their response. Additional material may also be added:

1. A description of the services to be provided.
2. A description or flowchart of the issue resolution process and samples of the issues log.
3. A description of the vendor's quality assurance and testing methodology.
4. Three references using the service.
5. The number of years the vendor has been providing managed services.
6. Resumes of typical support staff. Resume of on-site resource.
7. Any assumptions made.
8. Vendor will provide the following rates:
  - a. A fixed annual Help Desk rate to be billed monthly – remote services.
  - b. An hourly rate for as needed, emergency services – on-call services.
  - c. An hourly rate for development services further divided into on-site and off-site components as needed.
  - d. A monthly rate for an **on-site** technical and functional resource to assist with the Help Desk function.
  - e. The rate for the two optional one-year renewals.

**E. Term**

The Agreement shall have a one-year term with the option, in the Authority's sole discretion, of two additional one-year renewals.

**F. Other Provisions**

1. Vendor will have functional expertise without reliance on client functional resources for core product functions and processes. NJTA should be able to access vendor functional experts in a timely fashion.
2. NJTA will provide vendor staff with VPN and Financial/HR System access to appropriate environments. NJTA will provide vendor with description of issues and access to technical and functional resources as needed but not to explain basic functionality.

3. Both parties agree not to solicit the other parties employee's for a period of 1 year following the end of the Agreement.

**End of Section III**

## **SECTION IV -- PROPOSAL REQUIREMENTS, PREPARATION, FORMAT**

### **A. General**

1. Proposals must detail the Firm's experience in performing the tasks listed in the Scope of Services by providing quantifiable results achieved at similar clients. The experience and expertise of the Firm, its principals, and professionals should be noted.
2. All portions of this RFP and the Proposal are considered to be part of the Agreement and will be incorporated by reference.
3. Provide copies of audited Financial Statements or Federal Income Tax Returns for the past 3 years. In addition please feel free to provide as many (current) independent financial ratings from New Jersey, State and nationally recognized/consensus rating bureaus (e.g. AM Best, Moody's, Standard & Poor's).
4. Statement as to whether there is expected to be any substantial change in financial position or income in 2012
5. Name, address and telephone number of the office whose company or division will provide services under this RFP.
6. All the requirements listed in the Check List (Section VI) must be complied with in order to be considered responsive to this RFP.

### **B. Proposal**

The Scope of Service (Section III) is intended to outline the Authority's basic needs. The Proposal should thoroughly define the Firm's approach to the Services and the criteria below:

#### **1. Company Information**

- a. Description of Firm. Provide a description of the ownership structure and state/country of incorporation or formation. Describe your firm's physical presence in the State of New Jersey, including the number of offices, the number of employees and the type of business activity conducted in the State.
- b. References. Provide at least three references, especially if similar services were provided at public entities. State name, address and description of client for whom services were provided; type of organization; contact information; description of project; month and year of implementation and completion of projects; and comparable information for subsequent services rendered.
- c. Include industry specific certifications and/or licenses.
- d. Provide a representative list of current clients.



2. Staffing
  - a. Provide a staffing plan listing those persons who will be assigned to the Authority, including the designation of the person who would have the primary responsibility for the engagement and the location of the office(s) where they work out of. Specific employee must be guaranteed. Vendor must include an employee or employees with in depth knowledge of the Financials and HR/Benefits and Payroll portions of the HCM.
  - b. Include for each person the relevant resume information including, at a minimum, a description of the person's relevant professional experience, and type of experience and number of years with the firm.
  - c. Also, for each individual, identify what role the individual will perform in connection with the Scope of Services as outlined in Section III.
3. Indicate the hourly rate(s) you propose to charge for provision of the Services as described in this RFP. If you propose more than one hourly rate, please identify title, experience level, license/certification and any other relevant factors. The hourly rate(s) shall include all professional, administrative and clerical service fees and all out-of-pocket expenses incurred in connection with the completion of the Services required herein.

**C. Evaluation Factors**

The Proposal will be evaluated for conformance to the requirements of this RFP. Selection of a Firm will be based upon the Proposal. Proposals will be awarded a maximum of one hundred (100) points based on the following factors:

**D. Evaluation Criteria**

- |   | <u><b>Weight</b></u> |
|---|----------------------|
| 1. <u>Credentials of the Project Team</u>   | 25%                  |
| Evaluation will include qualifications and relevant experience of key personnel, and the Firm's functional organization and integration to deliver the Services required under the RFP. Evaluation will include whether the team members have PeopleSoft consulting experience and public State entity experience. (Please note that the Consultant will be evaluated based on the experience and qualifications of the entire Team. No changes in team composition will be allowed without prior approval from the Authority.) |                      |
| 2. <u>Experience of the Firm on Similar Projects</u>  | 15%                  |
| Evaluation will include the Firm's history, structure and experience providing similar consulting services to the Authority or similar sized public or private entities within the past five (5) years. Evaluation will also include the Consultant's knowledge of HCM and Financials programs and the ability to apply specialized or innovative techniques to the items set forth in the Scope of Services. Evaluation will also include review of references and financial records.  |                      |

3. Approach to the Response and  
Understanding the Authority's Needs 20%  
The Consultant's demonstrated understanding of the Authority's objectives and its ability to satisfactorily complete all the required tasks which comprise the Services in Section III of the RFP. The Consultant should address all requirements with specific courses of action and examples of methodology to be used for each. The Consultant shall indicate how it intends to address the specific and unique needs of the Authority as a large public entity. Affirmation of good faith effort to meet SBE goals shall also be factored into these evaluation criteria.
4. Fees for the Services: 40 %  
Evaluation will include all rates provided by the Firm in response to subsection D.8. of The Scope of Services – Section III. The rate(s) shall include all professional, administrative and clerical service fees and all out-of-pocket expenses incurred in connection with the completion of the Services required herein.

**End of Section IV**

## SECTION V: INSURANCE AND INDEMNIFICATION

### A. Insurance

The Firm shall procure and maintain, at its own expense until acceptance by the Authority of the project, insurance for liability for damages imposed by law and assumed under this the Agreement, of the kinds and in the amounts hereinafter provided. All insurance companies must be authorized to do business in the State of New Jersey, and must carry an A.M. Best Rating of A-/VII or better. Before commencing of the Services hereunder, the Firm shall furnish to the Authority a certificate or certificates of insurance (together with declaration pages if requested by the Authority) in a form satisfactory to the Authority showing that it has complied with this Section. The certificate or certificates and declaration pages shall provide that the policies shall not be canceled or restrict any coverage until 30 days prior written notice has been given the Authority. All certificates and notices of cancellation change shall be mailed to: General Counsel, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, NJ 07095-5042. Upon request, the Firm shall furnish the Authority with a certified copy of each policy, including the provision establishing premiums.

In the event that the Firm fails or refuses to renew any insurance policy required to be maintained herein, or if such policy is canceled or modified so that the insurance does not meet the requirements contained herein, the Authority may refuse to make payment of monies due under the Agreement. The Authority in its sole discretion may use such monies to purchase insurance on behalf of the Firm.

The types and minimum limits of insurance shall be:

#### 1. Commercial General Liability Insurance

The minimum limits of liability for this insurance shall be as follows:

Bodily Injury and Property Damage.....	\$2,000,000
(Each occurrence combined single limit)	
Personal Injury Each Occurrence.....	\$2,000,000
General Aggregate.....	\$2,000,000
Products Aggregate.....	\$2,000,000
Fire Damage Legal Liability.....	\$100,000
Medical Payments.....	\$5,000

This policy shall name: "The New Jersey Turnpike Authority, its Commissioners, officers, employees, and agents" as additional insured. The coverage to be provided under this policy shall be at least as broad as the standard basic un-amended and unendorsed commercial general liability policy. This insurance policy shall include, but not be limited to, Personal Injury, Broad Form Property Damage, Contractual Liability including the deletion of the coverage restriction related to work conducted within fifty (50) feet of a railroad, Products/Completed

Operations, X.C.U., and Independent Contractors Coverages. Products Completed Operations coverage shall remain in force for a period of two (2) years following the completion and/or termination of the Agreement.

2. Business Automobile Liability Insurance

The Comprehensive Automobile Liability policy shall cover owned, non-owned and hired vehicles with minimum limits as follows:

Combine Single Limit of Liability for Bodily Injury or Property Damage any one accident \$2,000,000.

This policy shall name: "The New Jersey Turnpike Authority, its Commissioners, officers, employees and agents" as additional insured.

3. Workers Wage and Employers' Liability Insurance

Workers Wage Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey and shall include an all-states endorsement to extend coverage to any state which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall be provided with a limit of liability of \$2,000,000 for each accident.

4. Professional Errors and Omissions Insurance.

The Firm, upon award of the Agreement, shall provide its own Professional Errors and Omissions Insurance with a minimum limit of liability of \$2,000,000 per claim and in the annual aggregate exclusive of the amounts required for Commercial General Liability Insurance. The Firm shall maintain its Professional Errors and Omissions Insurance in effect for a period of two years following the termination of the Agreement.

**B. Certificate and Endorsement Requirements**

Each of the above required policies shall contain the endorsements as stated below:

1. Thirty (30) day notice of cancellation or any restriction in coverage by registered mail to the Authority.
2. All policies, except Workers Wage and Employers' Liability Insurance, shall contain a waiver of subrogation clause in favor of the Authority
3. With respect to policies (A1) and (A2) the "other insurance" clause under each policy shall be amended to read as follows: "This policy will act as primary insurance and not contribute with policies issued to the Authority." Insurance Coverage in the minimum amounts provided for herein shall not relieve the Firm of any liability which might exceed that amount, nor shall it preclude the

Authority from taking such other actions as are available to it under any other provisions of the Agreement, or otherwise in law.

The Firm shall also require that all of its contracting parties comply with the insurance requirements stated above including providing evidence of such insurance coverages in the same manner as stated above.

Due to future changes in economic financial and/or insurance market conditions the Authority at its discretion may modify the above stated insurance requirements.

**NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE FIRM ARE SPECIFIED HEREIN, THE LIABILITY OF THE FIRM SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES PROVIDED NOR SHALL THEY PREVENT THE AUTHORITY FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE AGREEMENT OR OTHERWISE IN LAW OR EQUITY.**

**C. Indemnification**

Should the Firm become engaged by the Authority and provide any of the Services contemplated under this RFP the Firm agrees to defend, indemnify and save harmless the Authority, its officers, employees, and agents and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Firm or the Authority, resulting from any act or omission or willful misconduct of the Firm or any of its officers, agents, sub-consultants, or employees in any manner related to the subject matter of this Agreement. In the event that the Firm fails to defend, indemnify and save harmless the Authority, its officers, employees, and agents and each and every one of them in accordance with this Section, any money due to the Firm under and by virtue of this Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

**End of Section V**

## SECTION VI: CHECKLIST AND EXHIBIT DOCUMENTS

### CHECKLIST OF ITEMS

THE FOLLOWING ITEMS, AS CHECKED BELOW, MUST BE SUBMITTED WITH YOUR RFP RESPONSE PACKAGE ALONG WITH THE CHECKLIST ITSELF:

#### CHECK OFF AS READ, SIGNED & SUBMITTED

√		<b>CHECK LIST</b>	√
√	<b>A.</b>	<b>AFFIRMATIVE ACTION INFORMATION SHEET</b>	
√	<b>B.</b>	<b>MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (Professional Services)</b>	
√	<b>C.</b>	<b>AFFIDAVIT OF MORAL INTEGRITY</b>	
	<b>D.</b>	<b>STATE THE AGREEMENT OR POLITICAL CONTRIBUTIONS NOTICE Public Law 2005, Chapter 51, Executive Order 134 and Executive Order 117</b>	<b>FYI</b>
√	<b>E.</b>	<b>STOCKHOLDER/PARTNERSHIP DISCLOSURE STATEMENT</b>	
√	<b>F.</b>	<b>FIRM DISCLOSURE FORM – EXECUTIVE ORDER 129</b>	
√	<b>G.</b>	<b>NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX</b>	
√	<b>H.</b>	<b>NJ ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR DISCLOSURE OF POLITICAL CONTRIBUTIONS</b>	
√	<b>I.</b>	<b>AFFIDAVIT OF NON-COLLUSION</b>	
√	<b>J.</b>	<b>NJ BUSINESS REGISTRATION CERTIFICATE</b>	
	<b>K.</b>	<b>NJ UNIFORM ETHICS CODE</b>	<b>FYI</b>
√	<b>L.</b>	<b>SMALL BUSINESS ENTERPRISE/MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE FORM</b>	
√	<b>M.</b>	<b>SMALL BUSINESS ENTERPRISE FORM SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION</b>	
√	<b>N</b>	<b>INSURANCE (see Section V of RFP for Insurance Requirements for this The Agreement) Submit proof of insurance- either certificate or letter from broker with proposal</b>	
	<b>O</b>	<b>DRAFT AGREEMENT</b>	<b>FYI</b>

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name – please print or type)

\_\_\_\_\_  
(Telephone Number/Fax Number)

## **EXHIBIT A**

### **AFFIRMATIVE ACTION INFORMATION SHEET**

IN ACCORDANCE WITH THE TERMS OF THE ATTACHED AGREEMENT PROPOSERS ARE REQUIRED TO SUBMIT ONE OF THE FOLLOWING FORMS RELATING TO COMPLIANCE WITH AFFIRMATIVE ACTION REGULATIONS. PLEASE COMPLETE AND RETURN THIS FORM WITH THE PROPOSAL.

1. The proposer has submitted a Federal Affirmative Action Plan Approval which consists of a valid letter from the Office of Federal The Agreement Compliance Programs (Good for one year of the date of letter).

YES \_\_\_\_\_ NO \_\_\_\_\_

If Yes, a photo copy of the Letter of Approval is to be submitted with the bid.

(OR)

2. The proposer has submitted a Certificate of Employee Information Report pursuant to (NJAC 17.27-1.1) and The State Treasurer has approved said report.

YES \_\_\_\_\_ NO \_\_\_\_\_

If Yes, a photo copy of the Certificate is to be submitted with the bid. (Expiration Date on Certificate)

Certificate of Approval Number \_\_\_\_\_

(OR)

3. If Proposer has already submitted Form AA-302 to the States' Affirmative Action Office, please return a copy of it with the bid.

If you are the successful proposer and have none of the above, please contact the Purchasing Department at **(732) 750-5300 ext. 8629** within five (5) days of notification of award for an Affirmative Action Employee Information Report (AA-302). This form (AA-302) must be forwarded to the States' Affirmative Action Office with the AUTHORITY's Copy (Pink) returned to the Turnpike Authority Purchasing Department.

The signature below certifies that one of the above forms of Affirmative Action evidence has been submitted, and all information contained above is correct to the best of my knowledge.

Signed \_\_\_\_\_ Date Signed \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Proposers Company Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

## **EXHIBIT B**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

#### **GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE THE AGREEMENTS**

During the performance of this the Agreement, the Contractor agrees as follows:

- A. The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of Wage; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- B. The Contractor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex.
- C. The Contractor or Subcontractor, where applicable will send to each labor union or representative or workers with which it has a collective bargaining agreement or other the Agreement or understanding a notice to be provided by the agency contracting officer advising the labor union or worker's representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor or Subcontractor where applicable agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act.
- E. The Contractor or Subcontractor agrees to make good faith efforts to employee minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2** or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.
- F. The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G. The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court



decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

- H. In conforming with the applicable employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- I. The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services the Agreement, one of the following three documents:
  - i. Letter of Federal Affirmative Action Plan Approval
  - ii. Certificate of Employee Information Report
  - iii. Employee Information Report form AA302

Page 2 - Mandatory EEO Language – Professional Services

The Contractor and its Subcontractor shall furnish such reports or other documents to the Division of The Agreement Compliances & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and Public Agencies shall furnish such information as may be requested by the Division of The Agreement Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

The parties to this the Agreement do hereby agree that the provision of **N.J.S.A. 10:5-31 et seq.** dealing with discrimination in employment on Public The Agreements, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this the Agreement and are binding upon them.

Submitted by:

**Firm Name:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT C**  
**AFFIDAVIT OF MORAL INTEGRITY**

STATE OF \_\_\_\_\_

Ss:

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, the \_\_\_\_\_ (Pres., Vice Pres., Owner/Partner) of

\_\_\_\_\_ (Bidder), being first duly sworn, deposes and says:

1. That the Bidder wishes to demonstrate moral integrity in accordance with the services to be rendered/goods to be provided in accordance with the Bidder's bid/proposal.

2. That as of the date of signing this Affidavit, neither Bidder, nor any of its Principals, Owners, Officers, or Directors are involved in any Federal, State or other Governmental Investigation concerning criminal or quasi criminal violations, except as follows: **(If none, so state):**

3. Bidder further states that neither the Bidder, nor any of its Principals, Owners, Officers or Directors, has ever engaged in any violation of a Federal or State Criminal Statute; or ever been indicted, convicted, or entered a plea of guilty, non vult or nolo contendere to any violation of a Federal or State Criminal Statute; or ever engaged in violation of any nature regarding work on the Agreements performed by it, except as follows: **(If none, so state):**

4. That Bidder authorizes any depository or other agency to supply the Authority with any information necessary to verify any statement made in this Affidavit of Moral Integrity.

5. That as of the date of signing this Affidavit, outstanding liens filed against this Bidder are as follows: **(if none, so state).**

6. That the undersigned, being authorized to act on behalf of Bidder, certifies that I am personally acquainted with the operations of said Bidder, have full knowledge of the factual basis comprising the contents of this Affidavit of Moral Integrity and that the same are true to my knowledge.

7. That this Affidavit of Moral Integrity is made to induce the Authority to accept the Bidder as a qualified provider of goods and/or services, knowing that the said New Jersey Turnpike Authority relies upon the truth of the statements herein contained.

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Signature

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Print Name

---

Title

(Corporate Seal)

Sworn and Subscribed to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 20\_\_

---

Notary Public

## EXHIBIT D

### State Contractor Political Contributions Compliance Public Law 2005, Chapter 51 and Executive Order 117

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State the Agreements from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 (McGreevey) was signed on September 22, 2004 and became effective October 15, 2004. EO134 was applicable to all State agencies, the principal departments of the executive branch, any division, board, bureau, office, commission within or created by a principal executive branch department, and any independent State authority, board, commission, instrumentality or agency. EO134 was superseded by P.L. 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”). In September 2008, Executive Order 117 (Corzine) was signed and became effective November 15, 2008. EO117, which applies only prospectively, extends Chapter 51’s political contribution restrictions by expanding the definition of “business entity” to include, for example, more corporate shareholders and sole proprietors. EO117 and Chapter 51 contain restrictions and reporting requirements that will necessitate a thorough review of their provisions by bidders.

Pursuant to the requirements of Chapter 51 and EO117, the terms and conditions set forth in this Exhibit are material terms of any the Agreement entered into by the Authority.

#### **DEFINITIONS**

For the purpose of this Exhibit, the following shall be defined as follows:

a) “**Contribution**” – means a contribution reportable by the recipient under the New Jersey Campaign Contributions and Expenditures Reporting Act, P.L. 1973, c. 83, N.J.S.A. 19:44A-1 et seq., and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq., made on or after October 15, 2004. As of January 1, 2005, contributions in excess of \$300 are reportable.

b) “**Business Entity**” – means any natural or legal person; business corporation (and any officer, person, or business entity that owns or controls 10% or more of the corporation’s stock); professional services corporation (and any of its officers or shareholders); limited liability company (and any members); general partnership (and any partners); limited partnership (and any partners); in the case of a sole proprietorship: the proprietor; a business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction, including its principals, officers, or partners. The definition of a business entity also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person’s spouse, civil union partner or child, residing in the same household, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote, or to a political party committee within whose jurisdiction the contributor resides.

## **PROHIBITION ON THE AGREEMENTS/BREACH OF EXISTING THE AGREEMENT**

As set forth in Chapter 51 and EO117, the Authority shall not enter into a the Agreement to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, or to any State, county or municipal political party committee, or legislative leadership committee during specified time periods.

Further, it shall be a breach of the terms of any the Agreement with the Authority for any Business Entity who has been awarded the contract, during the term of the contract or any extension thereof, to:

- (i) make or solicit a contribution in violation of Chapter 51 or EO117;
- (ii) knowingly conceal or misrepresent a contribution given or received;
- (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State, county or municipal party committee, or legislative leadership committee;
- (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the Business Entity itself, would subject that entity to the restrictions of Chapter 51 or EO117;
- (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (vii) engage in any exchange of contributions to circumvent the intent of Chapter 51 or EO117; or
- (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of Chapter 51 or EO117.

## **CERTIFICATION AND DISCLOSURE REQUIREMENTS**

Prior to the award of any the Agreement or agreement, the Authority shall notify any Business Entity to which it intends to award a the Agreement of the need to submit to the Authority a completed Certification and Disclosure of Political Contributions form, as issued by the State Treasurer. **The intended awardee will receive the applicable form from the Authority's Purchasing Department to be completed and returned to the Authority for submission to the State Treasurer.**

In completing this form, the Business Entity must certify that no contributions prohibited by Chapter 51 or EO117 have been made by the Business Entity and must report all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. § 527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. Failure to submit the required forms will preclude award of the contract at issue, as well as future the Agreement opportunities.

Upon approval by the State Treasurer, the Authority will issue a the Agreement. However, if the State Treasurer determines that any contribution or action by a Business Entity poses a conflict of interest in the awarding of the contract or agreement at issue, the State Treasurer shall disqualify the Business Entity from award of such the Agreement.

**Once approved by the State Treasurer, a Business Entity's Political Contributions Certification is valid for a two (2) year period from the date of approval. If, prior to the award of a contract, the State Treasurer confirms to the Authority that the intended awardee has an approved Certification that will remain valid for the term of the contract, the Authority may waive the requirement that the awardee complete an additional Certification and Disclosure of Political Contributions form.**

Any Business Entity entering into a contract with the Authority is required, on a continuing basis, to report to the Authority any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. Such reports shall be subject to review by the Authority and the State Treasurer. If the State Treasurer determines that any such contribution poses a conflict of interest, such contribution shall be deemed a material breach of the contract or agreement at issue.

**EXHIBIT E**

**STOCKHOLDER / PARTNERSHIP DISCLOSURE STATEMENT**

The undersigned firm name of Proposer, in compliance with Public Law 1977, Chapter 33, does hereby state and declare the following list of stockholders or partners in this corporation or partnership, as the case may be, with 10 percent or greater interest therein.

<u>Name</u>	<u>Address</u>	Number of Shares of Stock in Corporation or % of <u>Interest in Partnership</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify that to the best of my knowledge the list of stockholders above is current and correct.

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Witnessed by \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT F**

**VENDOR DISCLOSURE FORM EXECUTIVE ORDER # 129**

Please be advised that, the New Jersey Turnpike Authority (the "Authority") has developed this form under the policy and procedures in accordance with Executive Order #129 (2004). Under this order, the Authority must consider the requirements of New Jersey's contracting laws, the best interests of the State of New Jersey and its citizens, as well as applicable federal and international requirements.

The Authority shall insure that all Firms seeking to enter into any the Agreement in which services are procured on his behalf must disclose:

- a. The location by country where the services under the contract will be performed;  
and
- b. Any subcontracting of services under the contract and the location by country  
where the subcontracted services will be performed.

**LOCATION BY COUNTRY WHERE SERVICES UNDER THIS THE AGREEMENT WILL BE PERFORMED:**

**The Contractor** \_\_\_\_\_  
(Location by Country)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

**Subcontractor:** \_\_\_\_\_  
(Location by Country)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

**I certify that all information is true and correct to the best of my knowledge.**

Contractor: \_\_\_\_\_ Title: \_\_\_\_\_



**EXHIBIT G**

**NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX**

Please be advised that pursuant to P.L. 1995. c. 159, effective January 1, 1996 and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership, or S corporation under the Agreement to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services or construction projects and at the same time the taxpayer, or the partner or shareholder of that entity, is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off that taxpayer's, partner's or shareholder's share of the payment due to the taxpayer, partnership, or S corporation. The amount of set-off shall not allow for the deduction of any expenses or other deductions which might be attributable to a partner or shareholder subject to set-off under this act. No payment shall be made to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects pending resolution of the indebtedness.

The Director of Division of Taxation shall give notice to the set-off to the taxpayer, the provider of goods or services, or the contract or subcontractor of construction projects and provide an opportunity for a hearing with thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State pursuant to P.L. 1987, c. 184 (c.52:32-32et seq.) to the taxpayer, the provider of goods or services, or the contract or subcontractor of construction projects shall be stayed.

"I HAVE BEEN ADVISED OF THIS NOTICE."

COMPANY\_\_\_\_\_

SIGNATURE\_\_\_\_\_

NAME\_\_\_\_\_

TITLE\_\_\_\_\_

DATE\_\_\_\_\_

**EXHIBIT H**

**NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR  
DISCLOSURE OF POLITICAL CONTRIBUTIONS**

*All business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive the Agreements in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us)*

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT  
COMMISSION IN ACCORDANCE WITH N.J.S.A. 19:44A-2027**

STATE OF \_\_\_\_\_

:SS

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_, a \_\_\_\_\_ in the firm of \_\_\_\_\_  
(Name) (Title, Position, etc.)

\_\_\_\_\_, the Proposer making the Submission in response to the Request for Proposal to Furnish and Provide the Services referenced herein; that I executed said Submission with full authority to do so; and that the Proposer acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if in receipt of the Agreements in excess of \$50,000.00 from public entities in a calendar year. I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the New Jersey Turnpike Authority relies upon the truth of the statements contained in said Proposal and in statements contained in this affidavit in awarding the contract for the Services.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such the Agreement upon an agreement or understanding for commission, percentage proposerage, or contingent fee, except bona fide employees of the Proposer, and as may be permitted by law.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT I**

**AFFIDAVIT OF NON-COLLUSION**

STATE OF                   :  
                                 :  
COUNTY OF            :

The undersigned, being duly sworn according to law, deposes and says:

1.     That, as the party submitting the foregoing Proposal, that such Proposal is genuine and not collusive or a sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person, to put in a sham Proposal or to refrain from participating in this solicitation, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or of any other Proposer, or to fix any overhead, profit, or cost element of said price, or of that of any other Proposer, or to secure any advantages against the New Jersey Turnpike Authority ("Authority"), or any person interested in the proposed the Agreement; and that all statements in said Proposal are true.
  
2.     That he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public the Agreement within the last three years. Such act or conviction does not automatically disqualify a Proposer, but may be grounds for administrative suspension or grounds for consideration by Authority as to whether Authority should decline to award a the Agreement to such a Proposer on the basis of a lack of responsibility. If Proposer has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public the Agreement within the past three years, Proposer should attach an explanation of the circumstances surrounding that conviction.

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

Subscribed and sworn to  
before me this     day  
of           , 20\_\_.

## **EXHIBIT J**

### **NJ DIVISION OF REVENUE BUSINESS REGISTRATION**

For information regarding the New Jersey Division of Revenue Business Registration Requirement, Proposers can contact the Bureau of Client Registration at (609) 292-1730.

If you wish to file your application online, you may do so by visiting the following website:  
<http://www.nj.gov/treasury/revenue/busregcert.htm>

## **EXHIBIT K**

### **NEW JERSEY UNIFORM ETHICS CODE<sup>1</sup> FOREWORD**

Pursuant to *N.J.S.A. 52:13D-23*, the State Ethics Commission has adopted this Uniform Ethics Code to govern and guide the conduct of State officers and employees and special State officers and employees in State agencies in the Executive branch of State Government.

The Uniform Ethics Code shall be the primary code of ethics for State agencies. It shall be supplemented by an agency code of ethics formulated with respect to the particular needs and problems of the agency to which said code is to apply. Each agency, in consultation with the Attorney General's Office, must review its enabling legislation to ensure that any agency specific conflicts provisions are included in any supplemental agency code. An agency code must be approved by the Commission.

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<sup>1</sup> New Jersey Uniform Ethics Code, September 2006

## **NEW JERSEY UNIFORM ETHICS CODE TABLE OF CONTENTS<sup>2</sup>**

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- VI. OUTSIDE ACTIVITIES AND BUSINESS INTERESTS
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- X. THE AGREEMENTS
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<sup>2</sup> New Jersey Uniform Ethics Code, September 2006

## I. DEFINITIONS

As used in this Uniform Ethics Code, and unless a different meaning clearly appears from the context, the following terms shall have the following meanings.

“Commission” means the State Ethics Commission, established in but not of the Department of Law and Public Safety pursuant to *N.J.S.A. 52:13D-21*.

“Conflicts Law” means the New Jersey Conflicts of Interest Law, *N.J.S.A. 52:13D-12 et seq.*

“Ethics Liaison Officer” means the individual(s) designated by the agency head to assist the State Ethics Commission in implementing and enforcing the Conflicts Law and related ethics codes.

“Event” means a meeting, conference, seminar, speaking engagement, symposium, training course, ground-breaking, ribbon-cutting, meal, open house, cocktail party, fundraiser, holiday party, social function, or similar event that takes place away from the State official’s work location, is sponsored or co-sponsored by a supplier or a non-State government source and the invitation for which is extended to the State official because of his or her official position.

“Gift” means any fee, commission, service, Wage, gratuity, or other thing of value of any kind. If an item has more than a nominal monetary value, it will be characterized as a gift. A gift includes admission to an event for which a member of the general public would be charged, a meal, transportation, or offer of employment.

“Head of a State agency” means, in the case of the Executive branch of government, except with respect to interstate agencies, the department head or, if the agency is not assigned to a department, the Governor.

“Immediate Family Member” means an individual’s spouse, child, parent or sibling residing in the same household. *N.J.S.A. 52:13D-13(i)*.

“Interest” means (1) the ownership or control of more than 10% of the profits or assets of a firm, association, or partnership, or more than 10% of the stock in a corporation for profit other than a professional service corporation organized under the “Professional Service Corporation Act,” P.L. 1969, c. 232 (C. 14A:17-1 et seq.); or (2) the ownership or control of more than 1% of the profits of a firm, association, or partnership, or more than 1% of the stock in any corporation, which is the holder of, or an applicant for, a casino license or in any holding or intermediary company with respect thereto, as defined by the “Casino Control Act,” P.L. 1977, c. 110 (C. 5:12-1 et seq.). The provisions of this act governing the conduct of individuals are applicable to shareholders, associates or professional employees of a professional service corporation regardless of the extent or amount of their shareholder interest in such a corporation.

“Interested party” means: 1. Any person, or employee, representative or agent thereof, who is or may reasonably be anticipated to be subject to the regulatory, licensing or supervisory authority of the State official’s agency; 2. Any supplier, or employee, representative or agent thereof; 3. Any organization that advocates or represents the positions of its members to the State official’s agency; or 4. Any organization a majority of whose members are as described in paragraphs 1 through 3 above.

“Person” means any natural person, association or corporation.

“Published work” means any tangible medium of expression, including, but not limited to, literary, pictorial, graphic and sculptural matter; sound recordings; and software. *N.J.A.C. 19:61-6.2*.

“Relative,” as used in section XIII, means an individual’s spouse, and the individual’s or his/her spouse’s parent, child, sibling, aunt, uncle, niece, nephew, grandparent, grandchild, son-in-law, daughter-in-law, stepparent, stepchild, stepbrother, stepsister, half-brother, or half-sister, whether the relative is related to the individual or the individual’s spouse by blood, marriage or adoption.

“Special State officer or employee” means (1) any person holding an office or employment in a State agency, excluding an interstate agency, for which office or employment no Wage is authorized or provided by law, or no Wage other than a sum in reimbursement of expenses, whether payable per diem or per annum, is authorized or provided by law; (2) any person, not a member of the Legislature, holding a part-time elective or appointive office or employment in a State agency, excluding an interstate agency, or (3) any person appointed as a New Jersey member to an interstate agency the duties of which membership are not full-time.

“State agency” means any of the principal departments in the Executive branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, and, to the extent consistent with law, any interstate agency to which New Jersey is a party and any independent State authority, commission, instrumentality or agency. A county or municipality shall not be deemed an agency or instrumentality of the State.

"State officer or employee" means any person, other than a special State officer or employee (1) holding an office or employment in a State agency, excluding an interstate agency, other than a member of the Legislature or (2) appointed as a New Jersey member to an interstate agency.

“Supplier” means any person that is providing or is seeking to provide or may reasonably be expected to provide goods and/or services to the State officer or employee’s or special State officer or employee’s agency, including, but not limited to, consultants, Firms and lessors.

“Unclassified office or position” means any office or position in the unclassified service of the civil service of the Executive branch of State government.

## **II. GENERAL STANDARDS OF CONDUCT**

It is essential that the conduct of public officials and employees shall hold the respect and confidence of the people. Public officials must, therefore, avoid conduct that is in violation of their public trust or that creates a justifiable impression among the public that such trust is being violated. Accordingly, State officers and employees and special State officers and employees shall conform their conduct to the following standards.

1. No State officer or employee or special State officer or employee should have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity, which is in substantial conflict with the proper discharge of his/her duties in the public interest.
2. No State officer or employee or special State officer or employee should engage in any particular business, profession, trade or occupation which is subject to licensing or regulation by a specific agency of State Government without promptly filing notice of such activity with the Commission.
3. No State officer or employee or special State officer or employee should act in his/her official capacity in any matter wherein he/she has a direct or indirect personal financial interest that might reasonably be expected to impair his/her objectivity or independence of judgment.
4. No State officer or employee or special State officer or employee should knowingly act in any way that might reasonably be expected to create an impression or suspicion among the public having knowledge of his/her acts that he/she may be engaged in conduct violative of his trust as a State officer or employee or special State officer or employee.

### **Misuse of Official Position or Information**

5. No State officer or employee or special State officer or employee should use or attempt to use his/her official position to secure unwarranted privileges or advantage for him/herself or others.
6. No State officer or employee or special State officer or employee, shall willfully disclose to any person, whether or not for pecuniary gain, any information not generally available to members of the public which he/she receives



or acquires in the course of and by reason of his/her official duties. No State officer or employee or special State officer or employee shall use for the purpose of pecuniary gain, whether directly or indirectly, any information not generally available to members of the public which he/she receives or acquires in the course of and by reason of his/her official duties. Representation/Appeal before a State Agency.

7. No State officer or employee, nor any partnership, firm or corporation in which he/she has an interest, nor any partner, officer or employee of any such partnership, firm or corporation, shall represent, appear for, or negotiate on behalf of, or agree to represent, appear for, or negotiate on behalf of, any person or party other than the State in connection with any cause, proceeding, application or other matter pending before any State agency. Nothing contained herein shall be deemed to prohibit any such partnership, firm or corporation from appearing on its own behalf.

8. No special State officer or employee, nor any partnership, firm or corporation in which he/she has an interest, nor any partner, officer or employee of any such partnership, firm or corporation, shall represent, appear for, or negotiate on behalf of, or agree to represent, appear for or negotiate on behalf of, any person or party other than the State in connection with any cause, proceeding, application or other matter pending before the particular office, bureau, board, council, commission, authority, agency, fund or system in which such special State officer or employee holds office or employment.

Nothing contained in this section shall be deemed to prohibit any State officer or employee or special State officer or employee from representing, appearing for or negotiating on behalf of, or agreeing to represent, appear for, or negotiate on behalf of, any person or party other than the State in connection with any proceeding:

- i. Pending before any court of record of this State,
- ii. In regard to a claim for Wage arising under chapter 15 of Title 34 of the Revised Statutes (Workers' Wage),
- iii. In connection with the determination or review of transfer inheritance or estate taxes,
- iv. In connection with the filing of corporate or other documents in the office of the Secretary of State,
- v. Before the Division on Civil Rights or any successor thereof,
- vi. Before the New Jersey State Board of Mediation or any successor thereof,
- vii. Before the New Jersey Public Employment Relations Commission or any successor thereof,
- viii. Before the Unsatisfied Claim and Judgment Fund Board or any successor thereof solely for the purpose of filing a notice of intention pursuant to P.L.1952, c.174, s.5 (C.39:6-65),or
- ix. Before any State agency on behalf of a county, municipality or school district, or any authority, agency or commission of any thereof except where the State is an adverse party in the proceeding and provided he is not holding any office or employment in the State agency in which any such proceeding is pending.

### **III. ACCEPTANCE OF GIFTS**

No State officer or employee or special State officer or employee shall accept any gift, favor, service or other thing of value related in any way to the State official's public duties.

Upon the recommendation of the Special Counsel for Ethics Review and Compliance, the Commission has adopted a zero tolerance policy for acceptance of gifts. (See *Report of the Special Ethics Counsel to the Governor of the State of New Jersey*, dated March 14, 2005.) Accordingly, any gift that is offered to or received by a State officer or employee or special State officer or employee or, his/her spouse, immediate family member, partner or associate shall be immediately reported to the agency's Ethics Liaison Officer ("ELO"). Unless the State officer or employee or special State officer or employee is permitted to receive the gift or thing of value in accordance with the Commission's rules on attendance at events (see section IV), no State officer or employee or special State officer or employee or, his/her spouse, immediate family member, partner or associate shall accept, either directly or indirectly, any gift, favor, service or other thing of value related in any way to the State official's public duties.

The exceptions to the zero tolerance rules for acceptance of gifts are set forth below.

- a. Unsolicited gifts or benefits of trivial or nominal value, such as complimentary articles offered to the public in general, and gifts received as a result of mass advertising mailings to the general business public may be retained by the recipient or the recipient's department for general use if such use does not create an impression of a conflict of interest or a violation of the public trust. The receipt of such complimentary articles is not required to be reported to the ELO.
- b. A State officer or employee or special State officer or employee may receive a gift, favor, service or other thing of value from a Firm under the same terms and conditions as are offered or made available to members of the general public.
- c. A State employee is permitted to give or receive a gift from a co-worker, a supervisor or a subordinate. The gift should not be excessive or inappropriate for a business environment. Such gift shall not be reported to the ELO.
- d. In accordance with *N.J.S.A. 52:13D-24*, gift provisions do not apply to the acceptance of contributions to the campaign of an announced candidate for elective public office.

The procedures for reporting receipt of a gift are set forth in Appendix A.

#### **IV. ATTENDANCE AT EVENTS**

Attendance at an event that is sponsored or co-sponsored by an entity other than the State must be approved by the agency's ELO.

A State employee must complete the form identified as "Request For Approval For Attendance At Event," prior to attendance.

A State employee shall not attend an event in his or her official capacity unless a legitimate State purpose will be served.

Costs associated with attendance at an event shall be paid or reimbursed in accordance with *N.J.S.A. 52:13D-24* and *N.J.A.C. 19:61-6.1 et seq.*

A State employee is prohibited from accepting honoraria in connection with his/her attendance or participation at an event. *N.J.S.A. 52:13D-24*.

A State employee is prohibited from accepting entertainment, or reimbursement for entertainment, that is collateral to an event, such as a golf outing, tickets to a sporting event or a meal taken other than in a group setting with all attendees present.

The Commission's rules on attendance at an event and the form that must be completed prior to attendance at an event are set forth in Appendix B.

#### **V. POLITICAL ACTIVITY**

Upon giving notice to the agency ELO, a State employee may be involved in political activities unless:

1. the State employee is prohibited from such activities by State or federal statute or agency rule; or
2. the political activity conflicts with the employee's official duties.

Pursuant to *N.J.S.A. 52:13D-14* and *N.J.S.A. 52:13D-24*, a State employee may accept a contribution to the campaign of an announced candidate for elective public office provided the contribution is not known to be given in lieu of a payment that is prohibited by the Conflicts Law. Further, a State employee is subject to the Department of Personnel's Administrative Code provisions governing political activity, *N.J.A.C. 4A:10-1.2*. Note that a State

employee is not permitted to serve as a campaign treasurer on any campaign that is subject to the jurisdiction of the Election Law Enforcement Commission.

The Commission's Guidelines on Political Activities and the provisions of *N.J.A.C. 4A:10-1.2* are set forth in Appendix C.

## **VI. OUTSIDE ACTIVITIES AND BUSINESS INTERESTS**

No State officer or employee or special State officer or employee should undertake any employment or service, whether compensated or not, which might reasonably be expected to impair his/her objectivity and independence of judgment in the exercise of his/her official duties.

A State officer or employee's participation in any service, activity or employment that is outside his/her official State duties may be prohibited by the Conflicts Law, other State or Federal law or regulation, or the code of ethics adopted by the employee's agency. Accordingly, a State officer or employee shall obtain the approval of the ELO prior to engaging in any of the following outside activities.

- a. Commencement of any business, trade, profession or other compensated employment, including the acceptance of Wage for a speech or published work;
- b. Uncompensated or volunteer work for or with any entity; or
- c. Holding office or title in the governing or advisory board of any entity.

Notwithstanding the requirement to disclose outside employment and activities, a State agency may exempt disclosure of specific kinds of outside employment or activities if the agency is satisfied that such activity or employment does not present a conflict of interest.

A State officer or employee is not permitted to hold employment with, hold an interest in, or represent, appear for, or negotiate on behalf of a holder of or applicant for a casino license unless the Commission grants a waiver. A waiver is granted in circumstances where it is determined by the Commission that such casino activity will not interfere with the responsibilities of the State officer or employee and will not create a conflict of interest or the appearance of such conflict. A special State officer or employee is prohibited from holding an interest in or representing, appearing for or negotiating on behalf of a holder of or applicant for a casino license, or any holding or intermediary company with respect thereto, in connection with any matter. However, a special State officer or employee without responsibility for matters affecting casino activity may hold employment with a casino license holder or applicant and, if so employed, may hold an interest in or represent, appear for or negotiate on behalf of his/her casino employer. *N.J.S.A. 52:13D-17.2(b)*

All State officers and employees shall complete the Outside Activity Questionnaire attached to this document as Appendix D, in accordance with the procedures adopted by his/her agency. These procedures shall, at a minimum, require that each current employee complete the questionnaire and that each new employee complete the questionnaire upon commencement of employment with the agency. The procedures shall also require that a State officer or employee amend his/her Outside Activity Questionnaire whenever there is a change in the employee's outside activity or State employment. A State agency shall require disclosure of additional information regarding the outside activities of its employees as necessary to address the particular needs and problems of the agency.

The agency ELO shall review all outside activity questionnaires and determine whether the outside activity is permissible in accordance with the Conflicts Law, the Uniform Ethics Code, the agency code of ethics or any other authority. A State officer or employee may appeal an agency ELO's decision to disapprove an outside activity. Such appeal shall be submitted in writing to the Commission within 60 days of the employee's receipt of the agency's decision. The appeal shall cite the relevant section(s) of the Conflicts Law, Uniform Ethics Code, agency code of ethics or other authority which supports the position of the employee that such outside activity should be permitted.

Each State agency shall develop a Conflict of Interest questionnaire for special State officers and employees of that agency. Each State agency shall develop a process for the review and retention of both Outside Activity Questionnaires and Conflict of Interest Questionnaires.

The Commission's Guidelines Governing Outside Activities are set forth in Appendix E.

### **Blind Trusts**

A blind trust may be used by a State officer or employee, a special State officer or employee, his/her spouse or domestic partner or dependent children to avoid conflicts situations caused by financial interests. The trust must conform to the standards set forth in the Blind Trust Guidelines, Appendix F.

## **VII. OFFICIAL STATIONERY**

Official stationery shall be used only in connection with the State agency's official business. The limitations on use of official stationery also apply to personal stationery paid for by an officer or employee if it is imprinted with the agency office or the title of the State officer or employee.

A State officer or employee or special State officer may not use official stationery to promote a candidate for elective office, endorse a State Firm or the Agreementor, express a personal opinion on a matter that is not related to his/her official duties, or to promote his/her financial or other self-interest.

Exceptions: A State officer or employee or special State officer or employee may use official stationery to write a letter of recommendation for, or respond to an inquiry about, a current or former colleague or employee. These permissible uses are only acceptable so long as the use of official stationery does not create an impression that the State officer or employee is engaged in an unwarranted use of his/her position. For example, it would not be appropriate for a State employee to recommend an individual for inclusion in a program over which the State employee has supervisory or regulatory authority. In addition, there must be a reasonable connection between the officer's or employee's official duties and the use and purpose of the letter.

A State agency may not use official stationery to solicit a contribution from any interested party. Solicitation of any other entity must be reviewed and approved by the agency's ELO.

The Commission's Guidelines with respect to the use of official stationery are set forth in Appendix G.

## **VIII. POST-EMPLOYMENT RESTRICTIONS**

### **Seeking Future Employment**

State officers or employees who have direct and substantial contact with any interested parties must refrain from circulating resumes or in any manner seeking employment with those individuals or entities while still in State service. If an employee is solicited for potential employment by an entity with which he/she has direct and substantial contact, that solicitation must be disclosed immediately to the employee's management and to the agency's ELO. Employees who do not have direct and substantial contact with interested parties may circulate resumes and enter into discussions regarding potential employment with those individuals or entities so long as they avoid any situations that may give rise to an unwarranted advantage. All employees are cautioned that discussions, interviews, and negotiations shall not take place on State time.

Solicitation or discussion of employment with regulated entities, or their representatives, that have a specific cause, proceeding, application or other matter pending before the employee's agency is not permitted. There may be circumstances when solicitation or discussion of employment with respect to regulated entities, or their representatives, could be approved if no specific cause, proceeding, application or other matter is pending before the agency. These situations must be reviewed on a case-by-case basis before the employee proceeds with any job-seeking activities.

### **Lifetime Ban**

At no time subsequent to the termination of his/her office or employment in any State agency may a former State officer or employee or special State officer or employee represent, appear for, negotiate on behalf of, or provide information or services not generally available to members of the public, or agree to perform any of those activities,

for any party other than the State in connection with a specific cause, proceeding, application or matter with which the State officer or employee or special State officer or employee had been substantially and directly involved at any time during the course of his/her office or employment. *N.J.S.A. 52:13D-17*. This lifetime ban applies not only to the State officer or employee or special State officer or employee personally, but also to the partnership, firm or corporation under the following circumstances: (1) if the former State officer or employee or special State officer or employee is a shareholder, associate or professional employee of a firm organized as a professional service corporation or (2) if the former State officer or employee or special State officer or employee owns or controls more than 10% of the stock of a corporation or more than 10% of the profits or assets of a firm, association or partnership.

### **One-Year Ban – Certain State Officials**

In accordance with the recommendation of the Special Counsel for Ethics Review and Compliance, a one-year ban on the activities described in this section shall apply to any head, deputy head or assistant head of any principal department, board, commission or authority, the Superintendent of State Police, the Governor's Chief of Staff, Chief of Management and Operations, Chief of Policy and Communications, Chief Counsel, Director of Communications, Policy Counselor, and any deputy or principal administrative assistant to any of the aforementioned members of the staff of the Office of the Governor. For one year after the termination of the State office or employment of any of the individuals noted above, he/she shall not represent, appear for, or negotiate on behalf of, or agree to represent, appear for, or negotiate on behalf of any person or party other than the State with or before any officer or employee of the State agency in which he/she served. The provisions of this subsection shall not apply to any partnership, firm or corporation in which he/she has an interest or is employed, or to any partner, officer, director or employee of such partnership, firm or corporation. Nothing contained in this section shall prohibit a State agency from contracting with a former State officer or employee to act on behalf of the State. In addition, the governor and each head of a principal department in the Executive branch are prohibited, for one year after the termination of office or employment, from registering as a "governmental affairs agent," as that term is defined in *N.J.S.A. 52:13C-20*. *N.J.S.A. 52:13C- 21.4*.

### **Two-Year Casino Employment Restriction**

*N.J.S.A. 52:13D-17.2* sets forth post-employment restrictions applicable to State officers or employees subject to financial disclosure by law or executive order, and State officers or employees or special State officers or employees with responsibility for matters affecting casino activities.

Such persons are prohibited from holding, directly or indirectly, an interest in, or holding employment with, a casino licensee or applicant for a casino license for a period of two years following the termination of their State employment. In addition, such persons may not represent, appear for, or negotiate on behalf of a casino. This prohibition applies to any business entity in which the person holds an interest or is otherwise associated, including the officers or employees of such business entity. This prohibition applies to the person's immediate family members unless granted a waiver by the Commission. See Section XIV, below. *N.J.S.A. 52:13D-17.2(c)*.

## **Waivers**

In accordance with *N.J.S.A. 52:13D-17.2*, the Commission may grant an exception from the above casino employment restrictions for a person's immediate family member or an employee who was terminated as a result of a reduction in force, (provided that the employee did not hold a policy-making management position during the five years prior to termination of employment) whenever it determines that such waiver will not create a conflict of interest or the appearance of a conflict of interest:

The Commission's Guidelines with respect to Post-Employment Restrictions are set forth in Appendix H.

## **IX. RECUSAL ON OFFICIAL MATTERS**

A State officer or employee or special State officer or employee is required to recuse him/herself on an official matter that involves any private sector individual, association, corporation or other entity that employed or did business with the State officer or employee or special State officer or employee during the one year prior to the employee's commencement of State service.

A State officer or employee or special State officer or employee is required to recuse him/herself on an official matter if he/she had any involvement in that matter, other than on behalf of the State, prior to commencement of his/her State service.

A State officer or employee or special State officer or employee is required to recuse him/herself on an official matter if he/she has a financial or personal interest that is incompatible with the proper discharge of his/her public duties.

An incompatible personal or financial interest includes, but is not limited to, outside employment; a debtor/creditor relationship; a fiduciary relationship; a source of income; any matter pertaining to or involving a relative or cohabitant; a relationship with a person providing funds, goods or services without Wage; any matter pertaining to or involving a business associate or business investment; and a leadership role in a professional or trade organization, which interest might reasonably be expected to impair a State official's objectivity and independence of judgment in the exercise of his/her official duties or might reasonably be expected to create an impression or suspicion among the public having knowledge of his or her acts that he/she may be engaged in conduct violative of his/her trust as a State official.

Upon determining that a State official shall recuse him/herself on any matter, the State official shall execute the recusal in writing, and shall have no involvement with the subject matter of the recusal. If a State official cannot determine whether he/she should execute a letter of recusal in any matter, the State official shall contact his/her agency ELO or the Commission for guidance. A State official shall seek the advice of the State agency's counsel, agency ELO or the Commission as to the propriety of participation in a matter if any person requests that a State official recuse him/herself from that matter. Oral advice, followed up by a writing, shall be provided by the agency's counsel, the agency ELO or the Commission to avoid delay. Oral advice shall subsequently be memorialized by a writing or by inclusion in public minutes.

The Commission's regulations governing recusal, *N.J.A.C 19:61-7.1 et seq.*, which include the required elements for a written recusal, are set forth in Appendix I.

## **X. CONTRACTS**

With few exceptions, a State employee may not enter into a contractual agreement with the State.

An agency head, deputy head or assistant head is prohibited from engaging in any private business transactions with any employee in his/her agency.

### **Limitation on contracting by State officer or employee**

Pursuant to *N.J.S.A. 52:13D-19*, no State officer or employee shall knowingly undertake or execute, in whole or in part, any the Agreement, agreement, sale or purchase of the value of \$25.00 or more, made, entered into, awarded or granted by any State agency. The exceptions to this prohibition are set forth below. As used in this section, State officer or employee also includes his or her partners, any other person for the use or benefit of the State employee or on his or her account or any corporation which he/she controls or in which he/she owns or controls more than 1% of the stock.

### **Limitation on contracting by special State officer or employee**

Pursuant to *N.J.S.A. 52:13D-19*, no special State officer or employee who has duties or responsibilities in connection with the purchase or acquisition of property or services by the State agency where he/she is employed or an officer shall knowingly undertake or execute, in whole or in part, any the Agreement, agreement, sale or purchase of the value of \$25.00 or more, made, entered into, awarded or granted by that State agency. The exceptions to this prohibition are set forth below. As used in this paragraph, special State officer or employee also includes his/her partners, any other person for the use or benefit of the special State employee or on his/her account or any corporation which he/she controls or in which he/she owns or controls more than 1% of the stock.

The restrictions contained above shall apply to the contracts of interstate agencies to the extent consistent with law only if the contract, agreement, sale or purchase is undertaken or executed by a New Jersey member to that agency or by his/her partners or a corporation in which he/she owns or controls more than 1% of the stock.

### **Permissible Contracts with the State**

(1) With the prior approval of the Commission, a State officer or employee or special State officer or employee is permitted to enter into the following:

(a) purchases, contracts, agreements or sales which are made or let after public notice and competitive bidding or which, in accordance with public bidding laws or regulations applicable to other State agencies, may be made, negotiated or awarded without public advertising for bids, or

(b) any contract of insurance entered into by the Director of the Division of Purchase and Property pursuant to *N.J.S.A. 52:27B-62*.

(2) A State officer or employee or a special State officer or employee or his partners or any corporation or firm in which he/she owns or controls more than 1% of the stock, assets or profits may enter into a contract or agreement with a State agency where the contract or agreement is for the development of scientific or technological discoveries or innovations in which the State agency has a property right, if the State agency has a procedure in its code of ethics for authorizing these the Agreements or agreements that minimizes actual conflicts of interest, and the code of ethics was approved in accordance with *N.J.S.A. 52:13D-23*, and the contract or agreement complies with that code procedure.

(3) A State officer or employee or a special State officer or employee or his/her partners or any corporation or firm in which he/she owns or controls more than 1% of the stock, assets or profits may enter into a rental agreement with a State agency which operates a facility which rents space or provides services to assist small businesses which employ 50 people or less, pursuant to the same terms and conditions as those offered to members of the public generally.

**Please note that the Commission has never approved a request by a State officer or employee, or special State officer or employee, to enter into a contract with his/her own agency.**

The Commission's Guidelines on Privatization, set forth in Appendix J, are applicable to a State employee's participation in an open competitive bid process for the privatization of services currently being provided by his/her agency.

## **XI. RETIREMENT GIFTS**

A gift can be given to a State employee upon his/her retirement from State service. There are specific limits to the value of a permissible retirement gift. A State employee shall refer to Appendix K for the provisions governing retirement gifts.

## **XII. WAGE FOR PUBLISHED WORKS**

A State officer or employee or special State officer or employee may not solicit, receive, or agree to receive, Wage from sources other than the State for published work(s) created as part of his/her official duties on State time and/or using State resources.

However, a State officer or employee or special State officer or employee, other than a “designated State officer,” (the Governor, cabinet-level officers and other principal administrative officers of the State) may, in connection with any service, advice, assistance, appearance, speech or other matter related to his/her official duties, receive or agree to receive, whether directly or indirectly, from sources other than the State, reasonable fees for published works on matters within his/her official duties not created on State time and/or using State resources.

In addition, a State officer or employee or special State officer or employee may accept Wage from sources other than the State for published work(s) on matters unrelated to his/her official duties created on his/her own time and with non-State resources.

Before agreeing to accept or accepting any Wage from a source other than the State for any published work, a State officer or employee or special State officer or employee must secure his/her State agency’s approval to do so.

In determining whether to grant such approval, the State agency shall consider, among other things, whether the Wage is offered by an interested party, and whether the published work uses or discloses information not generally available to the public. The determination shall be consistent with applicable law and agency policy.

No State officer or employee or special State officer or employee may use his/her official title in soliciting Wage for a published work.

The Commission’s Guidelines with respect to Published Works are set forth in Appendix L.

## **XIII. FAMILY MEMBERS - CONFLICTS OF INTEREST**

- a. No relative of the Governor may be employed in any unclassified office or position within the State.
- b. No relative of a commissioner or department head may be employed in any unclassified office or position within the department over which the department head exercises authority.
- c. A relative of an assistant or deputy department head may be employed in an unclassified office or position within the department in which the assistant or deputy serves, provided that he/she is not assigned to a position over which the assistant or deputy department head exercises authority.
- d. A relative of a head or assistant head of a division within a department may be employed in an unclassified office or position within the department in which the division head or assistant division head serves, provided that he/she is not assigned to a position over which the assistant or deputy department head exercises authority.
- e. A relative of an appointed member of a governing or advisory body of an independent authority, board, commission, agency or instrumentality of the State may not be employed in any office or position in that entity.
- f. A relative of an appointed New Jersey member of a governing body of a bi-state or multi-state agency may not be employed in an office or position in that bi-state or multi-state agency, unless otherwise permitted by law.



- g. No State officer or employee or special State officer or employee may supervise his/her relative, or exercise any authority with regard to personnel actions involving his/her relative
- h. Each State agency shall require State officers and employees and special State officers and employees to disclose information sufficient for the agency to determine whether the employment of any individual within the agency is prohibited.

### **Cohabitation**

The Commission has determined that the prohibition regarding personnel actions and the supervision of family members, set forth in paragraph 7 above, is applicable to non-related individuals who share the same household with the same financial interdependence that the Commission views as creating a conflict in spousal situations.

### **Dating Relationship**

In the case of individuals involved in dating relationships, the Commission has found violations of the Conflicts Law in situations where the State employee had official involvement in a matter affecting the individual with whom he/she had a dating relationship. Accordingly, a State officer or employee or special State officer or employee shall not have any involvement in his/her official capacity in any matter that pertains to or involves an individual with whom he/she has a dating relationship.

The Commission's guidelines with respect to "Official Interactions with Family Members/Cohabitants and Dating Relationships" is attached hereto as Exhibit M.

## **XIV. CASINO-RELATED FAMILY MEMBER RESTRICTIONS**

### **Concurrent Employment Restriction**

An immediate family member of a State officer or employee, or of any "person," as defined at *N.J.S.A. 52:13D-17.2(a)*, may not hold directly or indirectly, an interest in, hold employment with, or represent, appear for, or negotiate on behalf of a holder of, or applicant for, a casino license, or any holding or intermediate company with respect thereto.

However, an immediate family member of a State officer or employee or "person" may be employed by a casino in circumstances where it is determined by the Commission that such employment will not interfere with the responsibilities of the State officer or employee or "person" and will not create a conflict of interest or the appearance of such conflict. *N.J.S.A. 52:13D-17.2(b)*.

### **Post-Employment Restriction**

An immediate family member of a "person," as defined at *N.J.S.A. 52:13D-17.2(a)*, may not hold, directly or indirectly, an interest in, hold employment with, or represent, appear for, or negotiate on behalf of, any holder of, or applicant for, a casino license in connection with any phase of casino development permitting, licensure, or any other matter related to casino activity, for a period of two years following the termination of the office or employment of such person. However, an immediate family member of a "person" may be employed by a casino in circumstances where it is determined by the Commission that such employment will not interfere with the responsibilities of the "person" and will not create a conflict of interest or the appearance of such conflict. *N.J.S.A. 52:13D-17.2(c)(1)*.

Casino post-employment restrictions that apply to State officials defined as "persons" are noted in section VIII.

## **XV. REPORTING COMPLAINTS**

Allegations that a State officer or employee or special State officer or employee has violated a provision of this Uniform Code, the Conflicts Law, the Commission's rules, an agency code of ethics or any other standard within the jurisdiction of the Commission should be reported to the appropriate agency ELO or the Commission staff.

Allegations should contain as much detailed information as possible and, if the complainant chooses to identify him/herself, should include contact information so that the ELO or Commission staff can obtain additional information if necessary. A complainant is not required to disclose his/her identity when reporting an alleged ethics violation.

## **XVI. PENALTIES**

The Commission is empowered to impose the following penalties in accordance with specific provisions of the Conflicts Law. Note that violations committed by a former State officer or employee or special State officer or employee may be subject to penalties so long as the Commission's investigation of same was initiated not later than two years following termination of service.

1. *N.J.S.A. 52:13D-17* provides that any person who willfully violates the general post-employment restrictions set forth in that provision is a disorderly person, and shall be subject to a fine not to exceed \$1,000 or imprisonment not to exceed six months, or both. In addition, for violations occurring after March 15, 2006, any former State officer or employee or former special State officer or employee found by the Commission to have violated any of the provisions of this section shall be assessed a civil penalty of not less than \$500 or more than \$10,000.

2. *N.J.S.A. 52:13D-17.2(h)* provides that any person who willfully violates the casino-related post-employment restrictions set forth in Section 17.2 (c) is a disorderly person, and shall be subject to a fine not to exceed \$1,000 or imprisonment not to exceed six months, or both. In addition, for violations of Section 17.2(c) occurring after March 15, 2006, any former State officer or employee or former special State officer or employee found to have violated any of the provisions of this section shall be assessed a civil penalty of not less than \$500 or more than \$10,000.

3. *N.J.S.A. 52:13D-21(i)* provides that any current or former State officer or employee or special State officer or employee found guilty by the Commission of violating any provision of the Conflicts Law, the Uniform Ethics Code, or any agency code of ethics, shall be fined not less than \$500 nor more than \$10,000, and may be suspended from office or employment by order of the Commission for a period not to exceed one year. In addition, for violations occurring after March 15, 2006, the State Ethics Commission may also order restitution, demotion, censure or reprimand.

This subsection further provides that if the Commission finds that the conduct of the officer or employee constitutes a willful and continuous disregard of the provisions of the Conflicts Law, the Uniform Ethics Code or any agency code of ethics, it may order that person removed from office or employment and may further bar the person from holding any public office or employment in this State in any capacity whatsoever for a period not exceeding five years from the date on which the person was found guilty by the Commission.

This subsection further provides that the Commission may impose a penalty of \$50 per day of violation for failure to file an appropriate financial disclosure statement required to be submitted to the Commission by law, regulation or executive order.

(See penalty provisions set forth at *N.J.A.C. 19:61-3.1(j)* and *N.J.A.C. 19:61-5.6(c)*.) 4. *N.J.S.A. 52:13D-23(d)* provides that violations of the Uniform Ethics Code or any agency code of ethics shall be cause for removal, suspension, demotion or other disciplinary action by the State officer or agency having the power of removal or discipline. With respect to a person who is in the classified civil service, the procedure leading to such removal or discipline shall be governed by the Civil Service Act, *N.J.S.A. 11A:1-1 et seq.* and the Rules of the Department of Personnel. No action for removal or discipline shall be taken under this subsection except upon the referral or with the approval of the Commission.

5. *N.J.S.A. 52:13D-26* provides that any person who willfully induces or attempts to induce a State officer or employee or special State officer or employee to violate any of the provisions of the Conflicts Law is a disorderly person, and shall be subject to a fine not to exceed \$500 or imprisonment not to exceed 6 months, or both.

## EXHIBIT L

### SMALL BUSINESS ENTERPRISE / MINORITY BUSINESS / WOMAN OWNED BUSINESS

#### SMALL / MINORITY / WOMAN BUSINESS ENTERPRISE FORM

If your firm is registered with the State of New Jersey as a Small Business Enterprise (SBE), and/or Certified as a Woman Business Enterprise (WBE) or Minority Business Enterprise (MBE) you must send a copy of the Registration / Certification Form with your Proposal. Please check off the gross receipt category of your business if registered as an SBE

- SBE CATEGORY 1                      \$0- \$500,000                      \_\_\_\_\_
- SBE CATEGORY 2                      \$500,001 thru \$5,000,000                      \_\_\_\_\_
- SBE CATEGORY 3                      \$5,000,001 thru \$12,000,000                      \_\_\_\_\_
- NOT APPLICABLE                      \_\_\_\_\_

SBE Registration # \_\_\_\_\_

Please check below if applicable

Woman Business Enterprise    \_\_\_\_\_    Minority Business Enterprise \_\_\_\_\_

**EXHIBIT M**

**SMALL BUSINESS ENTERPRISE FORM**

**SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION**

**SMALL BUSINESS ENTERPRISE FORM**

**SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION**

NAME & ADDRESS OF SBE (SUB)CONSULTANTISUPPLIER	TYPE OF WORK TO BE PERFORMED	ESTIMATED PERCENTAGEOF (SUB)CONSULTANT WORK

(Attach additional sheet if necessary)

\_\_\_\_\_  
Consultant (Print Name)

\_\_\_\_\_  
Consultant's SBE Liaison officer (if applicable)

\_\_\_\_\_  
Telephone Number

**All Consultants must complete and submit this form with their RFP, (If no subcontracting involved State So.)**

**EXHIBIT O**  
**DRAFT AGREEMENT**

**AGREEMENT FOR \_\_\_\_\_**

**THIS AGREEMENT** is dated and effective \_\_\_\_\_, 2012 by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey, with its principal offices located at 581 Main Street, Woodbridge, New Jersey 07095 (the "Authority"); and \_\_\_\_\_, a corporation of the State of \_\_\_\_\_, having its principal offices at \_\_\_\_\_ (the "Consultant").

**WITNESSETH:**

**WHEREAS**, the Authority requires the services of a professional firm with adequate staff and experience to provide \_\_\_\_\_; in accordance with a Request for Proposal, dated as of \_\_\_\_\_ (collectively, with all addenda, the "RFP", attached hereto as Exhibit A); and

**WHEREAS**, the Consultant is a professional company which is proficient in \_\_\_\_\_ and has submitted to the Authority a written proposal, dated \_\_\_\_\_; and

**WHEREAS**, the Consultant was invited to make an oral presentation to the Authority on \_\_\_\_\_, following which the Consultant was further invited to submit a Best and Final Offer; and

**WHEREAS**, on \_\_\_\_\_, the Consultant submitted in writing a Best and Final Offer which clarified and expanded upon the statements contained in the aforesaid \_\_\_\_\_ proposal (collectively, with the \_\_\_\_\_ proposal, the "Proposal", attached hereto as Exhibit B); and

**WHEREAS**, the Proposal was evaluated in accordance with the criteria stated in the RFP and, after comparison with submitted proposals from other companies, was deemed to be the most advantageous to the Authority; and

**WHEREAS**, on \_\_\_\_\_ the Authority adopted Agenda Item \_\_\_\_\_ awarding a professional services contract to the Consultant; and

**WHEREAS**, the Authority wishes to memorialize and enter into this Agreement with the Consultant setting forth the terms and conditions of the parties' rights and obligations with respect to the procurement of the services as hereinafter defined;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

## 1. DEFINITIONS.

(a) "Authority" shall mean the New Jersey Turnpike Authority as established in accordance with N.J.S.A. 27:23-1, et seq., and shall be the members of the Turnpike Authority acting in accordance with said statute.

(b) "Consultant" shall mean \_\_\_\_\_, with its principal offices located at \_\_\_\_\_.

(c) "Services" shall refer to \_\_\_\_\_ in accordance with the Proposal and the RFP. The Proposal and the RFP are incorporated by reference into this Agreement and attached thereto as Exhibits A and B, respectively.

(d) "Completion Consultant" shall mean the consultant that the Authority selects and uses, pursuant to Section 8 of the Agreement, to complete the Services upon termination of the Consultant pursuant to Section 7 hereof.

(e) "\_\_\_\_\_" shall refer to the Authority's \_\_\_\_\_ or his/her designee acting on his/her behalf as employees of the Authority with regard to this Agreement.

(f) All other defined terms as used in this Agreement shall have the same meaning as defined and used in the RFP (Exhibit A) or the Proposal (Exhibit B), as the case may be.

## 2. COMPENSATION.

(a) The authorized amount of compensation to be paid to the Consultant under this Agreement shall be a fixed fee of \$\_\_\_\_\_ for \_\_\_\_\_ and an amount not to exceed \$\_\_\_\_\_ for \_\_\_\_\_ in accordance with the Proposal. Payments shall include all professional fees, administrative service fees and all material expenses. The Authority shall have the right to audit all payroll and direct costs or expenses of the Consultant in accordance with Section 11 of this Agreement. The Consultant shall keep available, for Authority inspection, records of all costs and expenses for a period of not less than seven (7) years after the term of this Agreement.

(b) No increase in the fees or expenses set forth in Section 2(a) hereof shall take effect unless such increased fees or expenses are approved by the members of the Authority in accordance with the statutes and laws of the State of New Jersey. The Consultant acknowledges and agrees to its responsibility to maintain control of all fees and expenses; and further acknowledges and agrees that the total compensation in the amount of \$\_\_\_\_\_ is a total amount not to be exceeded and is sufficient to complete the Services under the terms of this Agreement.

(c) Any payments made to the Consultant by the Authority under the terms of this Agreement shall not be deemed a waiver of the Authority's right to seek damages for remediation in the event there are any deficiencies in the Services.

(d) In the event of any conflicting claim or claims by the Consultant regarding the right to receive payments which may be due, or to become due, from the Authority under the terms of this Agreement, the Authority may withhold only the amount of payments pertinent to such conflicting claim or claims until such dispute, or disputes, be finally resolved to the reasonable satisfaction of the Authority.

**3. STANDARD OF CARE.** The \_\_\_\_\_ may disapprove any item of Service rendered by the Consultant if it is not in accordance with the requirements of the Agreement or the standard of care of the Consultant as set forth herein. The Consultant represents and warrants that it shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of its profession performing the kind of services hereunder and practicing in the same or similar locality at the same time. In the event of non-fulfillment of the foregoing warranty, upon written demand of the Authority, the Consultant shall perform such corrective services (within the original scope of work) as may be necessary to conform to the foregoing warranty; provided further however, it is understood that the \_\_\_\_\_ shall have the right throughout the course of the entire Agreement to review the Consultant's work and request reasonable remedial efforts and corrections, provided that such changes or corrections are substantially consistent with the RFP and the Proposal, and are limited to ensuring that the Consultant has provided the Services in accordance with the requirements of this Agreement and this standard of care. All costs incurred by the Consultant in performing any corrective Services shall be borne by the Consultant.

**4. SERVICES.** The Consultant represents itself to be experienced and competent to perform the Services in accordance with the requirements of this Agreement and the Standard of Care set forth in Section 3 herein. The Consultant agrees that the Services to be performed hereunder shall be those specified in the RFP and the Proposal. Should any ambiguity or conflict exist among the Agreement, the RFP, and the Proposal in the interpretation, scope or content of any term or condition, the language in the body of each of these documents shall supersede one another and control according to the hierarchy set forth in Section 25.

**5. TERM.** This Agreement shall be in effect for a period of \_\_\_\_ (\_\_) year(s) from the effective date of this Agreement. This Agreement also provides the Authority with the option for \_\_\_\_ (\_\_) additional \_\_\_\_ year extension(s) with the concurrence of the Consultant, if deemed necessary for additional services necessary or incidental to the subject matter of this Agreement. During the term of the Agreement the Authority will have the right to procure additional materials or services at the pricing outlined within the Proposal.

**6. PERSONNEL.** The Consultant agrees that the key personnel identified in the Proposal will be those individuals that are assigned to the Project, and that the assignment of such individuals is a material term of this Agreement. The Consultant agrees to promptly notify the Authority in writing of the identity of any individuals that it desires to assign to perform the Services as a replacement for, or in addition to, the key individuals named and listed in the Proposal. All replacements shall be subject to the approval of the Authority; provided, however, that such approval will not be unreasonably withheld if any replacement possesses qualifications and experience that is equal to, or greater than, the subject of the replacement.

**7. TERMINATION.** This Agreement may be terminated or suspended by the parties pursuant to the following terms and conditions:

A. The Authority may terminate the Agreement as follows:

- (i) Upon thirty (30) days' prior written notice by the Authority upon failure by the Consultant to remedy a material breach of any provision of this Agreement;
- (ii) For convenience, upon thirty (30) days prior written notice by Authority;
- (iii) If the Consultant shall become insolvent or make an assignment for the benefit of the creditors or files a voluntary petition in bankruptcy, or if any involuntary petition in bankruptcy is filed against the Consultant and the act of bankruptcy alleged is not

denied by the Consultant; or, if denied, is not removed or dismissed within sixty (60) days, then and in such case, the Authority may at its option forthwith terminate this Agreement;

B. The Consultant may terminate the Agreement as follows:

- (i) Upon thirty (30) days' prior written notice by the Consultant upon failure by the Authority to remedy a material breach of any provision of this Agreement;

**8. RIGHTS UPON TERMINATION.** In the event of a termination, pursuant to Section 7 hereof, the total amount paid to the Completion Consultant exceeds the compensation stated in this Agreement, the Consultant shall pay the Authority any reasonable excess cost incurred by the Authority as a result of engaging the Completion Consultant.

**9. OBLIGATION FOR TRANSITION.** At such time as this Agreement is terminated, whether pursuant to Section 7 hereof or by the expiration of the term and/or extension of the term pursuant to Section 5 hereof, the Consultant will make all reasonable efforts, in cooperation with the Authority and such parties as may be selected by the Authority to perform the Services after the termination of this Agreement, to effect a smooth transition of services. In furtherance of this commitment, the Consultant shall, for example, but without limitation, retain and timely transfer all relevant files (including electronic files) to the appropriate recipient; confer with the Authority, and with any other party at the Authority's instruction.

**10. FORCE MAJEURE.** Neither party shall be liable for any delays or failure in performance due to causes beyond its control, including but not limited to, acts of any government, war, natural disasters, strikes, civil disturbances, fires, equipment failure or failures of third parties to provide (or delays in so providing) equipment, software or services. The parties shall act, to the extent reasonably possible, to minimize any such delays. In the event either party is subject to delays due to such a cause for more than sixty (60) days, either party may, at its option, terminate this Agreement for convenience upon written notice to the other, or, upon mutual agreement, extend the time for performance by the period of time equal to the time lost, whether the delay is less than sixty (60) days or not.

**11. RIGHT TO AUDIT.** Consultant shall:

(a) Permit during ordinary business hours for the term of this Agreement and for a period of seven (7) years after final acceptance of the Services, the examination and audit by the officers, employees and representatives of the Authority of such records and books relating to the Services and also any records and books of any company which is owned or controlled by the Consultant, or which owns or controls the Consultant, if said company performs services similar to those performed by the Consultant anywhere in the State of New Jersey.

(b) If any audit pursuant to Section 11(a) requires the Authority's officers, employees and representatives to travel outside the State of New Jersey to the Consultant's principal place of business where the Consultant records and books are maintained, then the Consultant shall bear the additional cost of the audit.

(c) The Authority shall provide reasonable prior notice to the Consultant of any anticipated audit under this Section.

**12. INSURANCE.** The Consultant shall procure and maintain at its own expense, for the entire term of the Agreement, insurance for liability for damages imposed by law, in accordance with Section V of the RFP.



NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE CONSULTANT ARE SPECIFIED HEREIN, THE LIABILITY OF THE CONSULTANT SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES SO PROVIDED NOR SHALL THESE MINIMUM LIMITS PRECLUDE THE AUTHORITY FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE AGREEMENT OR OTHERWISE IN LAW OR EQUITY.

**13. INDEMNIFICATION.** The Consultant agrees to defend; indemnify and save harmless the Authority, its officers, employees, and agents and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Consultant or the Authority), resulting from any negligent act or negligent omission or willful misconduct of the Consultant or any of its officers, agents, subconsultants, or employees in any manner related to the subject matter of this Agreement. In the event that the Consultant fails to defend, indemnify and save harmless the Authority, its officers, employees, and agents and each and every one of them in accordance with this Section, any money due to the Consultant under and by virtue of this Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

**14. EEO/AFFIRMATIVE ACTION.** The Consultant agrees that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Division on Civil Rights of the New Jersey Department of Law and Public Safety; and that it does not discriminate against any person or persons on the basis of race, religion, color, national origin, nationality, ancestry, sex, marital status, domestic partnership status, familiar status and affectional or sexual orientation.

In addition, the Consultant agrees to complete the appropriate forms attached as follows:

- (a) Mandatory Affirmative Action Language; and
- (b) AA-302 form State of New Jersey Affirmative Action Employee Information Report

However, if the Consultant maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in lieu of the AA-302 form.

**15. DIVISION OF REVENUE REGISTRATION.** Pursuant to the terms of N.J.S.A. 52:32-44, the Consultant is required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into an agreement with the Authority. No agreement shall be entered into by the Authority unless the Consultant first provides proof of valid business registration. In addition, the Consultant is required to receive from any subconsultant it uses for goods and services under this Agreement, proof of valid business registration with the Division of Revenue. No subconsultant agreement shall be entered into on account of any agreement with Authority unless the subconsultant first provides proof of valid business registration.

**16. CONFIDENTIALITY.**

(a) Each party agrees that all information and materials shared under the terms of this Agreement are privileged and shall be held in strict confidence by the receiving party and shall only be used in connection with the purposes of this Agreement to conduct such other activities as are necessary and proper to carry out the purposes of this Agreement. Each party shall take all necessary and appropriate measures to ensure that any person who is granted access to any shared information or materials or who participates in work on common projects or who otherwise assists any counsel or technical consultant in connection with the performance of this Agreement complies with the terms of this Agreement. Each party shall protect from disclosure all information and materials shared by the parties and their respective counsel, or with technical consultants, to the fullest extent permitted by law.

(b) Upon the termination or expiration of this Agreement, to the extent reasonably practicable, confidential materials shall be returned to the disclosing party, including all copies thereof. Following termination, each party shall remain obligated to preserve the confidentiality of all confidential information received or disclosed pursuant to this Agreement.

(c) In the event information or materials disclosed under this Agreement are sought by a third party by way of subpoena, request pursuant to the Open Public Records Act, N.J.S.A. 10:4-6 et seq., or by any other manner, the party receiving the request will promptly notify the other party to enable it to respond to such request and each party shall take all necessary and appropriate steps to invoke any applicable privileges to prevent disclosure, and the Consultant shall have primary responsibility to defend any attempt by a third party to obtain from the Authority any information which the Consultant considers to be confidential

**17. NEWS RELEASES.** No news releases pertaining to the Services shall be made without the Authority's prior approval which shall not be unreasonably withheld, conditioned or delayed.

**18. NOTICES.** Any notices to the Parties pursuant to the terms of this Agreement shall be in writing and addressed to:

As to \_\_\_\_\_:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As to New Jersey Turnpike Authority:

\_\_\_\_\_  
New Jersey Turnpike Authority  
P.O. Box 5042  
Woodbridge, New Jersey 07095

With a Copy to:

General Counsel  
New Jersey Turnpike Authority  
P.O. Box 5042  
Woodbridge, New Jersey 07095

**19. PERSONAL LIABILITY.** In carrying out the provisions of this Agreement, or in exercising any power or authority granted it by its position, the Consultant agrees that neither the members of the Authority nor any officer, agent or employee of the Authority shall be personally charged by the Consultant with any liability.

**20. APPLICABLE LAWS.** The Consultant shall perform the Services in compliance with all applicable Federal, State, and Local laws, ordinances, rules, regulations and orders.

**21. GOVERNING LAW.** The terms of this Agreement shall be governed by and construed under the laws of the State of New Jersey. Any action brought by either party involving any dispute related to this Agreement shall be brought only in the Superior Court of the State of New Jersey.

**22. INDEPENDENT CONSULTANT.** Neither party shall be considered nor hold itself out as an agent of the other, it being acknowledged that either party has the authority to bind the other. The Consultant shall perform the Services as an independent consultant.

**23. ASSIGNMENT.** This Agreement, or any part thereof, shall not be subcontracted or assigned by the Consultant, without the specific prior written permission of the Authority, which permission shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment without such prior permission shall be null and void.

**24. FOREIGN CORPORATION.** The Consultant agrees that, if applicable, it shall register as a "Foreign Corporation" with the Office of the Secretary of New Jersey, designating a resident agent for the service of process and shall provide written proof of such registration prior to the Authority's execution of this Agreement.

**25. INTEGRATION.** This Agreement, together with Exhibits A, and B, constitutes the entire Agreement between the parties and supersedes all provisions, agreements, promises, representations, whether written or oral, between the parties with respect to the subject matter herein.

Should any ambiguity or conflict exist among this Agreement, Exhibit A (the RFP) and Exhibit B (the Proposal) in the interpretation, scope or content of any term or condition, the language in the body of each of these documents shall supersede one another and control according to the following hierarchy:

- (a) Agreement;
- (b) Proposal (Exhibit B)
- (c) RFP (Exhibit A);

**26. PARTIES BOUND.** This Agreement shall be binding upon the Consultant and the Authority, their respective successors and assigns.

**27. SEVERABILITY.** If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision did not exist herein.

**28. CODE OF ETHICS.** The Consultant is advised that the Authority has promulgated a Code of Ethics pursuant to the laws of the State of New Jersey, a copy of which has been previously provided. By entering into this Agreement, the Consultant agrees to be subject to the intent and purpose of said Code and to the requirements of the State Ethics Commission.

**29. PROFESSIONAL SERVICES AGREEMENT.** This Agreement between the parties is an Agreement for Professional Services within the meaning of the Statutes and Laws of the State of New Jersey.

**30. SECTION HEADINGS.** The Section headings herein contained have been inserted only as a matter of convenience or reference and in no way define, limit or describe the scope or intent of any terms or provisions of this Agreement.

[Execution Page Follows]

**IN WITNESS THEREOF**, the Parties have caused their duly authorized representatives to execute this Agreement and to affix their respective corporate seals on the day and year first above written.

ATTEST:

**NEW JERSEY TURNPIKE AUTHORITY**

\_\_\_\_\_  
Sheri Czajkowski  
Assistant Secretary

[Corporate Seal]

By:\_\_\_\_\_  
Veronique Hakim  
Executive Director

Approved by the Law Department

\_\_\_\_\_.

ATTEST:

**NAME OF CONSULTANT**

\_\_\_\_\_  
[Name]  
[Title]  
[Corporate Seal]

By:\_\_\_\_\_  
[Name]  
[Title]

**EXHIBIT A**

**[RFP AND ADDENDA]**

**EXHIBIT B**  
**[PROPOSAL]**